

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000019419**  
**Code 3 Inc**  
**PO Box 957237**  
**ST Louis MO 63195-7237**  
**USA**

<b>Contract ID</b> 0000000000000000000023684		<b>Page</b> 1 of 4
<b>Contract Dates</b> 12/01/2012 to 12/01/2015		<b>Origin</b> CPS
<b>Description:</b> CPS- AUTO SAFETY LIGHTING		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LIGHTING BARS, FLASHERS EMERGENCY LIGHTING AND PARTS	EA	0.01000	0.00	0.00

47% OFF PRODUCTS FROM THE LIST PRICE ON VENDOR'S CODE 3 POLICE/FIRE DATED 08/01/2012, 45% OFF PRODUCTS FROM THE LIST PRICE ON VENDOR'S CODE 3 PSE AMBER DATED 10/01/2012 AND 45% OFF PRODUCTS FROM THE PRICE LIST ON VENDOR CODE 3 PARTS DATED 01/03/2011.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR AUTOMOTIVE SAFETY LIGHTING & PARTS ISSUED 10/31/2012 AND VENDOR'S RESPONSE DATED 11/08/2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE AUTOMOTIVE SAFETY LIGHTING TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR MONTHS (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

PERFORMANCE MEASUREMENTS: DELIVERIES ARE REQUIRED WITHIN THE TIMEFRAME OF 2-14 DAYS ARO, UNLESS THE CONTRACT HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR OR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THE CONTRACT. A FAILURE BY THE CONTRACTOR THEIR QUARTERLY REPORTING IN TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH

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PAYMENTS WILL BE SENT.						

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED.

SUPPORT DOCUMENTATION: ALL CONTRATORS MUST PROVIDE COPIES OF THEIR EQUIPMENT CATALOG(S) TO ALL AGENCIES, DEPARTMENTS, INDIVIDUALS FACILITIES, AND/OR POLITICAL SUB-DIVISIONS WHO MAKE SUCH REQUESTS.

WARRANTY: CODE 3 INC'S EMERGENCY DEVICES ARE TESTED AND FOUND TO BE OPERATIONAL AT THE TIME OF MANUFACTURE. PROVIDED THEY ARE INSTALLED AND OPERATED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, CODE S, INC. GUARANTEES ALL PARTS AND COMPONENTS EXCEPT THE LAMPS TO BE A PERIOD OF 1 YEAR, LED LIGHthead MODULES TO A PERIOD OF 5 HEARS (UNLESS OTHERWISE EXPRESSED) FROM THE DATE OF PURCHASE OR DELIVERY, WHICHEVER IS LATER. UNITS DEMONSTRATED TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD WILL BE REPAIRED OR REPLACED AT THE FACTORY SERVICE CENTER AT NO COST.

USE OF LAMP OR OTHER ELECTRICAL LOAD OF A WATTAGE HIGHER THAN INSTALLED OR RECOMMENDED BY THE FACTORY OR USE

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OF INAPPROPRIATE OR INADEQUATE WIRING OR CIRCUIT PROTECTION CAUSES THIS WARRANTY TO BECOME VOID. FAILURE OR DESTRUCTION OF THE PRODUCT RESULTING FROM ABUSE OR UNUSUAL USE AND/OR ACCIDENTS IS NOT COVERED BY THIS WARRANTY: CODE 3, INC. SHALL IN NO WAY BE LIABLE FOR OTHER DAMAGES INCLUDING CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WHETHER LOSS IS DUE TO NEGLIGENCE OR BREACH OF WARRANTY. CODE 3, INC MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY, WITH RESPECT TO THIS PRODUCT.

PRODUCT RETURNS: IF A PRODUCT MUST BE RETURNED FOR REPAIR OR REPLACEMENT\*, PLEASE CONTACT CONTRACTOR'S FACTORY TO OBTAIN A RETURN GOODS AUTHORIZATION NUMBER (RGA NUMBER) BEFORE YOU SHIP THE PRODUCT TO CODE 3, INC. WRITE THE RGA NUMBER CLEARLY ON THE PACKAGE NEAR THE MAILING LABEL. BE SURE YOU USE SUFFICIENT PACKING MATERIALS TO AVOID DAMAGE TO THE PRODUCT BEING RETURNED WHILE IN TRANSIT. CODE 3 INC. RESERVES THE RIGHT TO REPAIR OR REPLACE AT ITS DISCRETION. CODE 3, INC ASSUMES NO RESPONSIBILITY OR LIABILITY FOR EXPENSES INCURRED FOR REMOVAL AND/OR REINSTALLATION OF PRODUCTS REQUIRING SERVICE AND/OR REPAIR; NOR FOR THE PACKAGING, HANDLING, AND SHIPPING; NOR FOR THE HANDLING OF PRODUCTS RETURNED TO SENDER AFTER THE SERVICES HAS BEEN RENDERED.

FOR TECHNICAL SUPPORT/SERVICE, PLEASE CALL 314-996-2800

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### CONTRACTOR CONTACT INFORMATION:

KEITH NASON,  
TELEPHONE # 603-731-7485  
FAX # 603-925-5632  
EMAIL: KWNASON@CODE3PSE.COM

### IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH  
PURCHASING AGENT  
TELEPHONE: 802-828-4681  
FAX 802-828-2222  
EMAIL: steven.smith@state.vt.us

\*\*\*\*\*NOTICE OF CHANGE\*\*\*\*\*

AMENDMENT #01 - JANUARY 14, 2015:

CONTRACT EXTENDED FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: \_\_\_\_\_

Signature:

Name: \_\_\_\_\_

Title:

Email: \_\_\_\_\_

By the CONTRACTOR

Date: \_\_\_\_\_

Signature:

Name: \_\_\_\_\_

Title:

Email: \_\_\_\_\_